

# 6110



## CONSULTING AGREEMENT

AGREEMENT between Venn Strategies, LLC ("Venn") and the Mongolian Investment Initiative ("Client"), each a "Party", and together the "Parties".

In consideration of the agreements herein contained, the parties hereto agree as follows:

1. CONSULTING SERVICES. Venn hereby agrees to perform consulting services ("Services") during the term of this Agreement designed to promote Mongolia as a stable target for foreign direct investment with reliable rule of law and investor protections. Venn's work to support this objective will include, but not be limited to, media and public relations support; outreach and dialogue-building with U.S. government entities; and engagement on the Client's behalf with influential third party interests.
2. TERM OF AGREEMENT. The initial term of this Agreement shall take place from June 1, 2012 until December 1, 2012. At the end of the initial work period, the Parties may, by written agreement, extend or expand the terms of this contract. After the initial work period, this agreement may be cancelled by either party with 30 days' advance written notice.
3. COMPENSATION.
  - 3.1. Compensation. Venn will bill the Client a monthly consulting fee of \$50,000, with the first months' fees payable by wire not later than June 5, 2012. Fees for work will be billed to the Client at the beginning of each month for services during that month, and Client agrees to pay invoices within thirty (30) days of the date of invoice.
  - 3.2. Expenses. In addition to payment of monthly fees, Client shall also reimburse Venn for Venn's out-of-pocket expenses associated with work on this matter, including but not limited to the cost of domestic or international travel. Client agrees to reimburse such out-of-pocket expenses documented by Venn within 30 days of receipt of such documented, and any expenses in excess of \$250 should be approved in advance by Client.
4. CONFIDENTIALITY & NON-DISCLOSURE.

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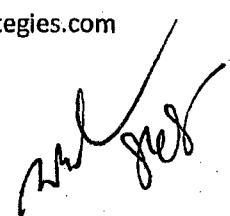
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A handwritten signature in black ink, appearing to be "MHL", located in the bottom right corner of the page.

- 4.1. Venn agrees that it will not, except as strictly necessary to perform the Services, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone any knowledge or information of any type whatsoever acquired by Venn in the course of the consultancy, including (but not limited to) knowledge or information relating to the plans, strategies, business or activities of the Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Venn and whether stored on any tangible medium or memorialized by Venn ("Confidential Information").
- 4.2. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, plans, strategies, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Venn has been notified that such information is Confidential Information.
- 4.3. The term Confidential Information does not include any information which (i) at the time of disclosure to Venn was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by Venn; (ii) was given to Venn by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Venn without making use of or reference to the Confidential Information; or (iv) was in the possession of or known by Venn prior to this Agreement.
- 4.4. Venn shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that Venn notifies the Client, by registered mail, of the need for such disclosure within twenty-five (25) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.
- 4.5. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Venn shall return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

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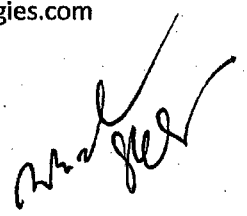
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- 4.6. The obligations set forth in this section shall survive indefinitely the termination of this Agreement.
5. OTHER CONSULTING SERVICES. The Parties agree that Venn may provide independent consulting services to any other individuals or entities at Venn's sole discretion.
6. INDEPENDENT CONTRACTOR. Venn shall perform consulting services pursuant to this Agreement as an independent contractor with respect to the Mongolian Investment Initiative, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between the Parties.
7. INDEMNIFICATION.
- 7.1. Each Party (the "Indemnitor") agrees to indemnify and hold harmless the other Party (the "Indemnitee") and its officers, employees, and agents from and against any and all liability, costs, damages, or expenses, including reasonable attorneys' fees, incurred by reason of the Indemnitee's performance under this Agreement, unless due to the Indemnitee's negligence or willful misconduct.
- 7.2. The Indemnitor agrees to indemnify and hold harmless the Indemnitee for all costs, damages, or expenses, including reasonable attorneys' fees, incurred by reason of the Indemnitee's assistance with any government inquiry of the Indemnitor.
- 7.3. The obligations set forth in this section shall survive indefinitely the termination of this Agreement.
8. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.
9. REPRESENTATIONS. Client represents that the Mongolian Investment Initiative is a non-governmental organization that has not received, and has no plans to receive, any funding from a non-U.S. governmental entity and was not established or created by a non-U.S. governmental entity. Client further represents that there are no members of the Board of Directors or other governing entity of the Mongolian Investment Initiative who hold current positions of authority with a governmental entity of Mongolia or any other country outside the United States.

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**NOTICES.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Venn, to it at 805 15<sup>th</sup> St NW, Suite 650, Washington, D.C., 20005.

IN WITNESS WHEREOF, the Client and Consultant each have caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

VENN STRATEGIES, LLC

By:

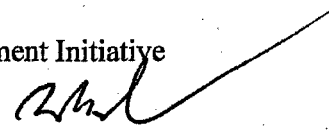
  
Stephanie E. Silverman  
Chief Executive Officer

Date:

6/1/12  
June 1, 2012

For the Mongolian Investment Initiative

By:

  
Munkhzul Chuluunbat  
Chair

Date:

May 31, 2012

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